

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

Law Department

888 Union Station • Chicago, Illinois 60606

MICHAEL D. SULLIVAN
General Attorney and
Corporate Counsel

(312) 236-7600

June 7, 1977

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 8630-B Filed & Recorded

JUN 9 1977 9 15 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Oswald:

In pursuance of the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are herewith transmitted for filing and recording four (4) executed counterparts of the following document: "First Amendment to Lease Agreement, dated as of December 21, 1976" ("First Amendment"), between CI Transportation Leasing Corporation, Lessor, and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Lessee, which amendment is dated as of February 1, 1977. Said document amends that certain Lease Agreement, dated as of December 21, 1976, between Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Lessee, and Continental Illinois Leasing Corporation, Lessor, which Lease Agreement was filed for recording with the Commission at 11:45 a.m. on December 23, 1976 and assigned recordation number 8630. Said Lessor's interest therein was assigned to CI Transportation Leasing Corporation pursuant to an Assignment of Lease Agreement and Purchase Agreement Assignment which was filed for recording with the Commission at 11:00 a.m. on January 7, 1977 and assigned recordation number 8630-A.

The names and addresses of the parties to said First Amendment are as follows:

CI TRANSPORTATION LEASING CORPORATION, Lessor
231 South LaSalle Street
Chicago, Illinois 60693

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,
Lessee
746 Union Station Building
516 West Jackson Boulevard
Chicago, Illinois 60606

JUN 9 1977

cc 8 10

CC Washington, D. C.

RECEIVED
JUN 9 10 05 AM '77
FEE OPERATION BR.
I.C.C.

Counterpart to: Paul Snyder

Mr. Robert L. Oswald
June 7, 1977
Page 2

A general description of the equipment covered by said Assignment and the recorded Lease Agreement, as amended by the enclosed First Amendment, is as follows:

100 new fully enclosed tri-level automobile racks manufactured by Whitehead & Kales Company bearing said Company's serial numbers 56185 through 56384, inclusive, with two numbers per rack.

The above-identified First Amendment has not heretofore been recorded with the Interstate Commerce Commission. Please accept the enclosures for recordation, stamp the two remaining counterparts with the appropriate recordation number and return them with your fee receipt and letter confirming receipt to my delivering messenger. Please record this enclosed document under the aforesaid Lease Agreement's recordation number 8630 with recordation number 8630-B.

The filing and recordation fees in the amount of \$10.00 in respect of this document is submitted herewith.

Yours very truly,

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

BY Michael D. Sullivan
General Attorney and
Corporate Counsel

MDS/bg
encls.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

June 9, 1977

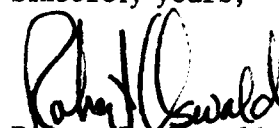
Michael D. Sullivan

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
888 Union Station
Chicago, IL 60606

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **6/9/77** at **9:15 AM**
and assigned recordation number(s) **8630-B.**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

JUN 9 1977-9 15 AM

FIRST AMENDMENT ~~UNIVERSITY~~ COMMERCE COMMISSION
TO LEASE AGREEMENT
DATED AS OF DECEMBER 21, 1976.

AGREEMENT dated as of February 1, 1977 between CI TRANSPORTATION LEASING CORPORATION, a Delaware corporation ("Lessor"), and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Continental Illinois Leasing Corporation ("CILC") and Lessee entered into a Lease Agreement dated as of December 21, 1976 ("Lease Agreement"); and

WHEREAS, CILC assigned the Lease Agreement to Lessor pursuant to an Assignment of Lease Agreement and Purchase Agreement Assignment dated as of December 27, 1976; and

WHEREAS, Lessor and Lessee now desire to amend the Lease Agreement in certain respects.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Lessor and Lessee agree as follows:

1. Clause (ii) of the first sentence of Section 3 of the Lease Agreement is amended in its entirety to read as follows:

"(ii) February 28, 1977."

2. Except as hereby amended, the Lease Agreement remains in full force and effect unamended, unaltered and unrepealed.

3. Lessee shall furnish to Lessor, in form and substance satisfactory to Lessor and its counsel, the following on the date of execution and delivery hereof by Lessee:

(b) an opinion of counsel to Lessee substantially in the form of Exhibit A hereto.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By R. K. Kerslake
Its 1st President Accounting

E. B. Budnowski
Its Assistant Secretary

BY Sam P. Schaeff
Its 2nd U.P.

Ray J. Myers
Its Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 7th day of June, 1977, before me personally appeared R. F. Kretschmer, to me personally known, who being by me duly sworn, says that he is ~~Vice President~~ Accounting of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jane E. Kat
Notary Public

(SEAL)

My Commission Expires:

July 17, 1979

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 3rd day of June, 1977, before me personally appeared Sean P. Schaeffer, to me personally known, who being by me duly sworn, says that he is SECOND VICE PRESIDENT of CI TRANSPORTATION LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sean P. Schaeffer
Notary Public

(SEAL)

My Commission Expires:

November 26, 1977

EXHIBIT A

Opinion of Counsel to Lessee

The opinion of counsel to Lessee required by subsection (b) of Section 3 of the First Amendment to Lease Agreement dated as of December 21, 1976 between Chicago, Milwaukee, St. Paul and Pacific Railroad Company ("Lessee") and CI Transportation Leasing Corporation ("Lessor") dated as of February 1, 1977 ("First Amendment") shall be substantially as follows:

Reference is hereby made to that certain Lease Agreement dated as of December 21, 1976 between Continental Illinois Leasing Corporation ("CILC") and Lessee. All terms defined therein shall have the same meaning herein as therein, except that the term "Lessor" herein shall mean CI Transportation Leasing Corporation (as assignee of CILC).

(A) Lessee is a corporation duly organized and existing in good standing under the laws of the State of Wisconsin.

(B) Lessee is duly authorized to execute and deliver the Purchase Agreement, the Assignment, the Lease Agreement, Agreement of Lessee to the Assignment of Lease Agreement and Purchase Agreement Assignment between CILC and Lessor dated as of December 27, 1976 ("Agreement") and First Amendment to Lease Agreement dated as of February 1, 1977 between Lessor and Lessee ("First Amendment"), and is duly authorized to lease Equipment under the Lease Agreement, Agreement and First Amendment and to perform its obligations thereunder.

(C) The execution and delivery of the Purchase Agreement, the Assignment, the Lease Agreement, Agreement and First Amendment by Lessee, and the performance by Lessee of its obligations thereunder, do not and will not conflict with any provision of law or of the charter or by-laws of Lessee or of any indenture, mortgage, deed of trust or agreement or instrument binding upon Lessee or to which Lessee is a

party. Lessee has in the negotiation, execution and delivery of the Purchase Agreement, the Assignment and the Lease Agreement complied in all respects with the competitive bidding regulations prescribed by the ICC in 49 CFR Part 1010 pursuant to 15 U.S.C. §20.

(D) The execution, delivery and performance of the Purchase Agreement, the Assignment, the Lease Agreement, Agreement and First Amendment by Lessee and the consummation by Lessee of the transactions contemplated thereby does not require the consent, approval or authorization of, or notice to, any Federal or State governmental authority or public regulatory body, except the filing with the ICC of the statement required by 15 U.S.C. §20 and 49 CFR § 1010.4, which filing has been made.

(E) The Purchase Agreement, the Assignment, the Lease Agreement, the Agreement and the First Amendment are the legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms (except as may be affected by bankruptcy, reorganization, insolvency and similar laws affecting the rights of creditors generally).

(F) There are to my knowledge no pending or threatened actions or proceedings before any court or administrative agency which may, in my opinion, to a material extent adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis (except such actions or proceedings previously disclosed to Lessor or CILC pursuant to Section 8(g) of the Lease Agreement);

(G) The Lease Agreement and the Assignment of Lease Agreement and Purchase Agreement Assignment have been and the First Amendment will be, duly filed and recorded with the ICC pursuant to Section 20c of the Interstate Commerce Act and all requisite filings of financing statements with respect to the Equipment under the Uniform Commercial Code in all appropriate jurisdictions have been made, such filings and recordings will protect Lessor's interests in and to the units of Equipment, and no further filing or recording (or

giving of notice) with any other Federal, state or local government is necessary in order to protect the interests of Lessor in and to the units; and

(H) Lessee has delivered all waivers, releases or other documents required to insure that the Equipment which has been or will be delivered to Lessee pursuant to the Lease Agreement, as amended by the First Amendment, is not and will not become (1) subject to any lien (including, without limitation the liens of the owners of the railroad cars upon which the Equipment has been or will be placed) except liens placed by Lessor or CILC or liens of persons claiming against Lessor or CILC and not Lessee, which arise out of obligations which Lessee is not required by this Lease Agreement, as amended by the First Amendment, to pay or discharge, (2) fixtures to any real estate, or (3) accessions to any personalty (including, without limitation, accessions to the railroad cars upon which the Equipment has been or will be placed).